

General terms and conditions

1. General

1.1 Scope of application

These General Terms and Conditions apply in the version valid at the time the contract is concluded for all business relations between us (Ing.-Büro Querin GmbH, Gerstenkamp 18, 21739 Dollern) and you. Should you use conflicting general terms and conditions, these are hereby expressly contradicted.

1.2 Contract agreement

The contract language is German. Customers within the meaning of these General Terms and Conditions are exclusively entrepreneurs within the meaning of § 14 BGB (German Civil Code).

1.3 Conclusion of Contract (Sales Contract / Contract for Work and Services)

The conclusion of a work contract / a sales contract takes place individually by offer and acceptance. Unless otherwise agreed, the usual procedure is that with your order you make us an offer regarding a service offered by us which can be accepted by us within two weeks. With acceptance, the contract comes off. Separate storage of the contract text by us does not take place, but the contract content results in each case individually from the met agreement.

1.4 Subsequent amendment of the terms and conditions of business

We shall be entitled to adapt subsequently and supplement the General Terms and Conditions concerning existing business relationships insofar as changes in legislation or court rulings so require or other circumstances result in the contractual equivalence relationship not only being insignificantly disturbed. A subsequent amendment to the terms and conditions shall become effective if you do not object within six weeks of notification of the amendment. We will expressly point out the effect of your silence at the beginning of the period as acceptance of the contract amendment and give you the opportunity to make an express declaration during the period. If you object in due time, both you and we may terminate the contractual relationship extraordinarily unless we allow the contractual relationship to continue under the old General Terms and Conditions.

2. Description of services

2.1 General information

As a technical/nautical ship supplier, we sell navigation and communication equipment in the field of commercial shipping (B2B) and also offer installation, maintenance, and repair of the equipment we offer on-site as well as a service organization.

2.2 Provision of services

We are entitled to have the contract or parts of the contract performed by third parties. Should a service be provided by a third party at your request, our obligation to fulfill the contract shall only extend to the careful selection of the company now providing the service and shall exclude any liability for compensation in cases in which the third party, despite careful selection, does not appear on the agreed date, does not perform the work or only performs it incompletely or causes damage to your equipment.

2.3 Time of performance

In principle, the delivery and service times are agreed individually with you. A prerequisite for compliance with these is that all technical and commercial questions between the contracting parties have been clarified in advance, and any necessary approvals for your project have been obtained. If you require changes or additions after the scheduling, the agreed deadlines/deadlines can no longer be met.

Unless expressly agreed otherwise, the delivery/service shall be effected by us within 21 days. In the case of purchase on account, the commencement date for the delivery/service shall be the day after the conclusion of the contract. The period shall end on the twenty-first day thereafter. If the last day of the period falls on a Saturday, Sunday or a public holiday recognized by the state at the place of delivery/service, the period shall end on the next working day.

3. Delivery

3.1 Partial deliveries

We are entitled to make partial deliveries if this is reasonable for you. In the case of partial deliveries, however, you will not incur any additional shipping costs.

3.2 Delivery and service delays

Delays in delivery and performance due to force majeure and due to extraordinary and unforeseeable events, which cannot be prevented by us even with the utmost care and for which we are not responsible (this includes in particular strikes, official or judicial orders and cases of incorrect or improper self-supply despite the cover transaction to that effect), entitle us to postpone the delivery for the duration of the hindering event.

3.3 Exclusion of delivery

P.O. box addresses are not supplied.

3.4 Storage costs

If dispatch or delivery of the goods is delayed at your request, we reserve the right to invoice you for the costs incurred (in particular storage costs).

3.5 Default of acceptance

If you fall behind with the acceptance of the ordered goods, we shall be entitled, after setting a reasonable period of grace, to withdraw from the contract and claim damages for delay or non-performance. During the default of acceptance, you shall bear the risk of accidental loss or accidental deterioration.

4. Payment

4.1 Prices and shipping costs

All prices are exclusive of value-added tax. Besides, there shall be the separately stated costs for packaging and dispatch, unless collection by you at our place of business is agreed. If our service technicians or service technicians from third parties are employed, additional costs may arise.

Also, contractual partners outside the EU may incur additional costs, in particular, those for the transfer of money by banks and import duties and taxes for which we are not responsible.

4.2 Default in payment

You will be in default of payment if we do not receive a payment within ten days of receipt of the invoice. In the event of late payment, interest will be charged at a rate of 9 percentage points above the base interest rate of the European Central Bank. Should you fall into arrears with your payments, we reserve the right to charge 5 euro reminder fees. The assertion of further damages remains unaffected. You have the option of proving that we have incurred no damage or less damage.

4.3 Right of retention

You shall only be entitled to assert a right of retention for such counterclaims, which are due and based on the same legal relationship as your obligation.

5. your responsibility

5.1 General information

You are solely responsible for the content and correctness of the data and information you transmit.

This includes, in particular, the delivery/billing address or the berth of your ship as well as the correct scheduling of requested services or repairs. In the case of repairs, a description of the fault must also be given as accurately as possible so that our service technicians or service technicians from third parties can be optimally prepared for use.

5.2 Access and requirements at the site of operation

If we have to carry out work on your premises or if the booked service covers this, you must ensure that we are granted access to the respective premises/places of use or that an appropriate key is handed over. You must also ensure that there are a sufficient power supply, any necessary aids and auxiliary personnel at the premises/places of deployment. You must also take the necessary safety precautions so that we can perform our services properly. You are responsible for delays caused by your failure to cooperate.

5.3 Consultations

Any advice on the functionality and suitability of the goods for your intended purpose is given by us only as assistance and is not to be understood as an assurance. You are responsible for ensuring that you obtain comprehensive information on the functionality and suitability of the goods and, if necessary, obtain information from third parties.

5.4 Data backup

You are jointly responsible for saving the information sent. We cannot be held responsible for the loss of the information you send us as we do not provide a general data security guarantee.

6. Retention of title

6.1 General information

The goods, works, and materials delivered by us shall remain our property until all present and future claims arising from the business relationship have been completely fulfilled. You assign to us any

claim or replacement which you may receive for the damage, destruction or loss of these goods. Unless otherwise agreed below, you shall not be entitled to sell, give away, pledge or assign by way of security the goods delivered to you under retention of title.

6.2 Attachment and other impairments

If the item subject to retention of title is seized or otherwise impaired by third parties, you must notify us immediately so that an action can be brought under §771 ZPO. If the third party is not in a position to reimburse the judicial and extrajudicial costs of an action under § 771 ZPO, you shall be liable for the loss incurred by us.

6.3 Resale

You are entitled to resell the reserved goods in the normal course of business. You hereby assign to us the customer's claims arising from the resale of the reserved goods in the amount of the agreed final invoice amount (including value-added tax). This assignment shall apply irrespective of whether the object of sale has been resold without or after processing. You remain authorized to collect the claim even after the assignment. Our authority to collect the claim ourselves shall remain unaffected thereby. However, we shall not collect the claim as long as you meet your payment obligations from the collected proceeds, are not in default of payment, and, in particular, as long as no application for the opening of insolvency proceedings has been filed and payments have not been suspended.

6.4 Transformation, treatment, and processing

The treatment and processing or transformation of the purchased item by you shall always be carried out in our name and on our behalf. In this case, your expectant right to the object of sale shall continue in the transformed object. If the object of sale is processed with other objects not belonging to us, we acquire co-ownership of the new object in the ratio of the objective value of the object of sale to the other processed objects at the time of processing. The same shall apply in the event of mixing. If the mixing is carried out in such a way that your item is to be regarded as the main item, it shall be deemed agreed that you transfer proportionate co-ownership to us and keep the resulting sole ownership or co-ownership for us. To secure the claims against you, you shall also assign to us such claims which accrue to you against a third party through the combination of the reserved goods with a piece of real estate; we hereby accept this assignment.

6.5 Return

If you act in breach of contract, in particular in the event of default in payment, but also in the event of an application for insolvency proceedings against your assets, we shall be entitled to take back the goods. In this case, taking back the goods does not constitute withdrawal from the contract, unless we expressly declare this in writing.

6.6 Release of securities

If the value of the securities exceeds the value of the secured claims by more than 15 percent, we shall be obliged to release securities at your request.

7. Warranty

7.1 Warranty for purchase contracts

7.1.1 General information

There are statutory warranty rights. A warranty claim can only arise concerning the properties of the

goods; the warranty claim does not cover reasonable deviations in the aesthetic properties of the goods. In particular, concerning the descriptions, representations, and information in our offers, brochures, catalogs, on the website and other documents, technical and design deviations may occur (e.g., color, weight, dimensions, design, scale, positioning etc.) insofar as these changes are reasonable for you. Such reasonable reasons for change may result from customary fluctuations and technical production processes. As far as guarantees are given in addition to the warranty claims, you will find their exact conditions with the product. Possible guarantees do not affect warranty rights.

7.1.2 Warranty claims

In the event of a defect, we shall, at our discretion, provide subsequent performance in the form of rectification of the defect or replacement delivery. The risk of accidental loss or deterioration of the goods shall pass to you when the goods are handed over to the person designated for transport. You must report obvious defects immediately and non-obvious defects immediately after the discovery in text form; otherwise, the assertion of the warranty claim is excluded. Timely dispatch is sufficient to meet the deadline. It shall bear the full burden of proof for all claim prerequisites, in particular for the defect itself, for the time of discovery of the defect and for the timeliness of the notice of defect.

7.1.3 Rights in the case of insignificant defects

If there is only an insignificant defect, you only have the right to a reasonable reduction of the purchase price under exclusion of the right of withdrawal.

7.1.4 Damages for Defects

For damages, which are to be led back to improper treatment or use, no guarantee is given. The following disclaimer of warranty is expressly referred to.

7.1.5 Statute of limitations

For used goods, the warranty is excluded and for new goods, the warranty is one year. Excluded from this is the right of recourse, according to § 478 BGB. The shortening of the limitation period expressly does not exclude liability for damages resulting from injury to life, body or health or in the case of intent or gross negligence. The provisions of the Product Liability Act shall also remain unaffected.

7.2 Warranty for contracts for work and services

7.2.1 Warranty claim

There are statutory warranty rights. If the work is defective and you demand subsequent performance, we may, at our discretion, remedy the defect or produce a new work. If defects are not remedied even after at least two attempts at repair, you shall be entitled to rescission or reduction.

7.2.2 Rights in case of insignificant defects

If there is only an insignificant defect, you shall only be entitled to a reasonable reduction of the agreed remuneration, excluding the right of withdrawal.

7.2.3 Damages for Defects

For damages, which are to be led back to improper treatment or use, no guarantee is given. The following disclaimer is expressly referred to.

7.2.4 Transfer of risk

The risk of accidental loss or deterioration of the work shall not pass to you within the framework of warranty processing until acceptance of the work.

7.2.5 Services

If services are required for a ship abroad within the scope of liability for defects, we shall fulfill our obligations under liability for defects after arrival in a German port. If this is not possible because the ship is not coming to a German port, we must be allowed to organize an appropriate service. If you order an external service without our consent, we will not be responsible for the costs incurred by you.

7.2.6 Statute of Limitations

Warranty claims expire within one year after the transfer of risk, unless it is a matter of the construction of a building or a work, the success of which in the provision of planning or monitoring services for this is involved. In such cases, the limitation period shall be five years. The shortening of the limitation period expressly does not exclude liability for damages resulting from injury to life, limb or health, or in the case of intent or gross negligence. The provisions of the Product Liability Act shall also remain unaffected.

7.3 Non-existence of the warranty right

A warranty claim is not given in the following cases, as far as the defect is caused by:

- Unsuitable or improper use/placement of the goods
- arbitrary reworking
- faulty assembly or commissioning of the goods by you or third parties
- natural wear and tear of the goods
- faulty or negligent handling of the goods
- Use of unsuitable equipment for the goods
- external effects of environmental influences on the goods

8. Liability

8.1 Disclaimer of liability

We, as well as our legal representatives and vicarious agents, are only liable for intent. We shall only be liable for gross or slight negligence if material contractual obligations (i.e., obligations whose observance is of particular importance for achieving the purpose of the contract) are affected. The liability is limited to the foreseeable, contract-typical damage.

In particular, our liability is excluded if a service or repair cannot be successfully completed due to circumstances for which we are not responsible.

8.2 Reservation of liability

The above exclusion of liability does not apply to liability for damages resulting from injury to life, limb, or health. The provisions of the Product Liability Act shall also remain unaffected by this exclusion of liability.

9. Final provisions

9.1 Place of jurisdiction

Our place of business shall be agreed as the exclusive place of jurisdiction for all legal disputes arising from this contract if you are a merchant, a legal entity under public law or a special fund under public law.

9.2 Choice of law

As far as there are no compelling legal regulations according to your home right, German law is considered as agreed under exclusion of the UN-purchase right.

9.3 Mediation clause

In the event of a dispute arising from this contract, the parties undertake to conduct a mediation at the Stader Mediationsstelle für Wirtschaftskonflikte der IHK Stade before bringing an action.

9.4 Severability clause

The invalidity of individual provisions shall not affect the validity of the remaining General Terms and Conditions.